REMARKS

This application has been carefully reviewed in light of the Office Action dated November 15, 2006. Applicant has amended claims 1-3. Reconsideration and favorable action in this case are respectfully requested.

The Examiner has rejected claims 1 – 9 under 35 U.S.C. §112, second paragraph, as being indefinite. The Examiner states that the phrase "such that" renders the claim indefinite because it is unclear whether the limitations following the phrase are part of the claimed invention. The Examiner reasons that "such that" can easily be exchanged with the phrases "such as" or "for example". The Examiner claims to be unclear as to whether the limitations of "such that a viewer sees substantially the same image repeated for each refresh period of the frame period" is part of the claimed invention.

Applicants do not believe that there is any basis for the notion that "such that" is interchangeable with "such as" or "for example". The phrase "such that" introduces a degree or quality specified by the "that" clause. The limitations of the degree or quality thus introduced are clearly part of the claim. The use of "such that" in claims is so common that the U.S.P.T.O. search engine will not search on the phrase. There is no ambiguity whatsoever in the present claim – the limitations regarding the quality of the image after "such that", i.e., that a viewer sees substantially the same image repeated for each refresh period", are part of the claim. The "viewer", who is used to describe the quality of the image, but is not part of the device, is not a limitation. Thus, a viewer would not need to be sold as part of the product in order to infringe the claim.

"Such as" means "of a specified kind or type". It is similar, but not exactly the same as, "for example". The Examiner has indicated that "such as" is easily interchangeable with "such that". If the Examiner will give an example where a sentence using "such that" can be changed to "such as", *without clearly changing the meaning of the sentence*, Applicants will change the claims.

Please understand that the Applicants are not attempting to start a ridiculous argument over words. Applicants' attorney is comfortable with the phrase "such that" through years of practice. Apparently, the U.S.P.T.O. is also comfortable with the phrase, since no similar objection to this language has been previously been made. If the Examiner can justify his concerns with a real example, Applicants will reconsider the matter.

Applicants have amended claim 3, since it was appropriate given the definition of "such that" set forth above.

Claim 2 was also amended to remove an inadvertent "." in the claim.

The Examiner has rejected claims 1 – 9 under 35 U.S.C. §102(e) as being unpatentable over U.S. Pat. No. 5,986,640 to Baldwin. Applicants have reviewed this reference in detail and does not believe that it discloses or makes obvious the invention as claimed.

As previous explained, in Baldwin, the split time units are arranged to be symmetrical about a "center of illumination" or "COI" in the figures. Accordingly, the split time units on one side of the COI are generally in *reverse* order of the time units on the other side of the COI. By contrast, in the present invention, as defined by the amended claims, each refresh period within an image frame displays the bits of an image word in the *same* predetermined relative order (although not all bits are necessary displayed in each refresh period). As the refresh rate is increased, the multiple displays of the same image word will reduce the flicker perceived by a viewer. Because not all bits are shown in each refresh period, lower order bits, which have the smallest display time, can be modulated at a rate within a minimum specification, while higher order bits, which have the longest display time, can be modulated at a frequency to minimize flickering.

The Examiner argues that "the bits of the image word are displayed in the same predetermined relative order (*from the outside to the inside*) for each of the refresh periods, although not all bits (bits 2 an 1) of the image data word are displayed in each refresh period…" (emphasis added).

The claims specifically state that the bits of the image word are *displayed* in a same predetermined order. Nothing in Baldwin suggests that the bit patterns shown in Figures 6 a-e are *displayed* from outside to inside. In fact, Baldwin teaches just the opposite – the bits are displayed in the order shown from left-to-right specifically so that the displayed bit times will be a mirror image around the COI. Applicant has amended the claims to state that it is the same relative "temporal" order to further clarify the distinction.

A viewer cannot see the bits of the image word displayed in an order "from the outside to the inside." The viewer sees the bits of the image word as they are displayed in time. In the present invention, the bits of the image word are seen by the viewer in the same relative temporal order for each of the at least two refresh periods. In Baldwin, the split time units are mirrored around the COI – i.e., sees the bits displayed in a first order for a first refresh period and in a second, *opposite*, order for the second refresh period.

The distinction has real-world consequences which affect the quality of the image received by the viewer. In each case, the viewer will see a pattern repeated. Using a display device of the type taught by Baldwin, the view sees a pattern that repeats at the frame rate. In the present invention, the pattern repeats at the refresh rate. Using two refresh periods per frame, the invention would have a pattern that repeats twice as fast as the frame rate. Thus, flickering will be much less noticeable.

Accordingly, Applicants respectfully request allowance of claims 1 – 9.

An extension of one month is requested and a Request for Extension of Time under § 1.136 with the appropriate fee is attached hereto.

The Commissioner is hereby authorized to charge any fees or credit any overpayment, including extension fees, to Deposit Account No. 20-0668 of Texas Instruments Incorporated.

Applicants have made a diligent effort to place the claims in condition for allowance. However, should there remain unresolved issues that require adverse action, it is respectfully requested that the Examiner telephone Alan W. Lintel, Applicants' Attorney at (972) 664-9595 so that such issues may be resolved as expeditiously as possible.

For these reasons, and in view of the above amendments, this application is now considered to be in condition for allowance and such action is earnestly solicited.

Respectfully Submitted,

/Alan W. Lintel/

Alan W. Lintel
Attorney for Applicant(s)
Reg. No. 32478

March 15, 2007
Anderson, Levine & Lintel
14785 Preston Rd.
Suite 650
Dallas, Texas 75254
Tel. (972) 664-9595